

BILL LOCKYER, Attorney General  
of the State of California  
PAUL C. AMENT, State Bar No. 60427  
Supervising Deputy Attorney General  
ELAINE GYURKO  
Senior Legal Analyst  
California Department of Justice  
300 So. Spring Street, Suite 1702  
Los Angeles, California 90013  
Telephone: (213) 897-4944  
Facsimile: (213) 897-9395

Attorneys for Complainant

**BEFORE THE  
RESPIRATORY CARE BOARD  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. R-2012

TAMATHA LYNN BODEWIG  
2016 Courtleigh Drive, Apt. A  
Bakersfield, California 93309

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

Respiratory Care Practitioner License No. 21197

Respondent.

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the  
above-entitled proceedings that the following matters are true:

**PARTIES**

1. Stephanie Nunez (Complainant) is the Executive Officer of the  
Respiratory Care Board of California (Board). She brought this action solely in her official  
capacity and is represented in this matter by Bill Lockyer, Attorney General of the State of  
California, by Elaine Gyurko, Senior Legal Analyst.

2. Tamatha Lynn Bodewig (Respondent) is representing herself in this  
proceeding and has chosen not to exercise her right to be represented by counsel.

3. On or about December 30, 1999, the Board issued Respiratory Care  
Practitioner License No. 21197 to Tamatha Lynn Bodewig. This license was in full force and

1 effect at all times relevant to the charges brought in Accusation No. R-2012 and will expire on  
2 February 28, 2007, unless renewed.

3 JURISDICTION

4 4. Accusation No. R-2012 was filed before the Board and is currently  
5 pending against Respondent. The Accusation, together with all other statutorily required  
6 documents, was properly served on Respondent on January 26, 2006. Respondent filed her  
7 Notice of Defense contesting the Accusation. A copy of Accusation No. R-2012 is attached as  
8 Exhibit A and incorporated herein by reference.

9 ADVISEMENT AND WAIVERS

10 5. Respondent has carefully read and understands the charges and allegations  
11 in Accusation No. R-2012. Respondent has also carefully read and understands the effects of this  
12 Stipulated Settlement and Disciplinary Order.

13 6. Respondent is fully aware of her legal rights in this matter, including the  
14 right to a hearing on the charges and allegations in the Accusation; the right to be represented by  
15 counsel at her own expense; the right to confront and cross-examine the witnesses against her;  
16 the right to present evidence and to testify on her own behalf; the right to the issuance of  
17 subpoenas to compel the attendance of witnesses and the production of documents; the right to  
18 reconsideration and court review of an adverse decision; and all other rights accorded by the  
19 California Administrative Procedure Act and other applicable laws.

20 7. Respondent voluntarily, knowingly, and intelligently waives and gives up  
21 each and every right set forth above.

22 CULPABILITY

23 8. Respondent admits the truth of each and every charge and allegation in  
24 Accusation No. R-2012.

25 9. Respondent agrees that her Respiratory Care Practitioner License is  
26 subject to discipline, and she agrees to be bound by the Board's imposition of discipline as set  
27 forth in the Disciplinary Order below.

1 CONTINGENCY

2 10. This stipulation shall be subject to approval by the Respiratory Care  
3 Board. Respondent understands and agrees that the Board's staff and counsel for Complainant  
4 may communicate directly with the Board regarding this stipulation and settlement, without  
5 notice to or participation by Respondent or her counsel. By signing the stipulation, Respondent  
6 understands and agrees that she may not withdraw her agreement or seek to rescind the  
7 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this  
8 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of  
9 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between  
10 the parties, and the Board shall not be disqualified from further action by having considered this  
11 matter.

12 11. The parties understand and agree that facsimile copies of this Stipulated  
13 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same  
14 force and effect as the originals.

15 12. In consideration of the foregoing admissions and stipulations, the parties  
16 agree that the Board may, without further notice or formal proceeding, issue and enter the  
17 following Disciplinary Order:

18 DISCIPLINARY ORDER

19 IT IS HEREBY ORDERED that Respiratory Care Practitioner License No. 21197  
20 issued to Respondent Tamatha Lynn Bodewig is revoked. However, the revocation is stayed and  
21 Respondent is placed on probation for three (3) years on the following terms and conditions.

22 1. WORK SCHEDULES Respondent shall be required to submit to the  
23 probation monitor work schedules on a weekly/monthly basis for the length of probation.  
24 Respondent shall ensure the Board has a copy of her current work schedule at all times for each  
25 place of employment.

26 Failure to submit current work schedules on a continuous basis shall constitute a  
27 violation of probation, and shall result in the filing of an accusation and/or a petition to revoke  
28 probation against Respondent's respiratory care practitioner license.

1                   2.     BIOLOGICAL FLUID TESTING Respondent, at her expense, shall  
2 participate in random testing, including, but not limited to, biological fluid testing (i.e. urine,  
3 blood, saliva), breathalyzer, hair follicle testing, or a drug screening program approved by the  
4 Board. Test costs range from \$21.00 to \$200.00 each. The length of time shall be for the entire  
5 probation period. The frequency and location of testing will be determined by the Board.

6                   At all times, Respondent shall fully cooperate with the Board or any of its  
7 representatives, and shall, when directed, appear for testing as requested, and submit to such tests  
8 and samples for the detection of alcohol, narcotics, hypnotics, dangerous drugs or other  
9 controlled substances.

10                  If Respondent is unable to provide a specimen in a reasonable amount of time  
11 from the request, while at the work site, Respondent understands that any Board representative  
12 may request from the supervisor, manager or director on duty to observe Respondent in a manner  
13 that does not interrupt or jeopardize patient care in any manner until such time Respondent  
14 provides a specimen acceptable to the Board.

15                  Failure to submit to testing or appear as requested by any Board representative for  
16 testing, as directed, shall constitute a violation of probation, and shall result in the filing of an  
17 accusation and/or a petition to revoke probation against Respondent's respiratory care  
18 practitioner license.

19                  3.     ABSTENTION FROM USE OF DRUGS AND ALCOHOL Respondent  
20 shall completely abstain from the possession or use of alcohol, controlled substances, dangerous  
21 drugs, and any and all other mood altering drugs, substances and their associated paraphernalia,  
22 except when the drugs are lawfully prescribed by a licensed practitioner as part of a documented  
23 medical treatment.

24                  Respondent shall execute a release authorizing the release of pharmacy and  
25 prescribing records as well as physical and mental health records. Respondent shall also provide  
26 information of treating physicians, counselors or any other treating professionals as requested by  
27 the Board.

28

1 Respondent shall ensure that she is not in the presence of or in the same physical  
2 location as individuals who are using illegal substances, even if Respondent is not personally  
3 ingesting the drug(s).

4 Any positive result that registers over the established laboratory cutoff level shall  
5 constitute a violation of probation and shall result in the filing of an accusation and/or a petition  
6 to revoke probation against Respondent's respiratory care practitioner license.

7 Respondent also understands and agrees that any positive result that registers over  
8 the established laboratory cutoff level shall be reported to each of Respondent's employers.

9 4. NARCOTICS ANONYMOUS MEETINGS Respondent shall obtain a  
10 sponsor within 15 days of her first Narcotics Anonymous meeting and shall work and complete  
11 the 12 steps of recovery for the first year of probation. She shall submit signed and dated  
12 documentation confirming weekly attendance at Narcotics Anonymous to her probation monitor  
13 with her quarterly report. She shall further ensure her sponsor submits a letter of representation  
14 as a sponsor within 30 days of her first meeting and provide a written status of the progress on  
15 the 12 steps on a quarterly basis.

16 5. OBEY ALL LAWS Respondent shall obey all laws, whether federal,  
17 state, or local. Respondent shall also obey all regulations governing the practice of respiratory  
18 care in California.

19 Respondent shall notify the Board in writing within 14 days of any incident  
20 resulting in her arrest, or charges filed against, or a citation issued against Respondent.

21 6. QUARTERLY REPORTS Respondent shall file quarterly reports of  
22 compliance under penalty of perjury, on forms to be provided to the probation monitor assigned  
23 by the Board. Omission or falsification in any manner of any information on these reports shall  
24 constitute a violation of probation, and shall result in the filing of an accusation and/or a petition  
25 to revoke probation against Respondent's respiratory care practitioner license.

26 Quarterly report forms will be provided by the Board. Respondent is responsible  
27 for contacting the Board to obtain additional forms if needed. Quarterly reports are due for each  
28 year of probation and the entire length of probation as follows:

1 For the period covering January 1<sup>st</sup> through March 31<sup>st</sup>, reports are to be  
2 completed and submitted between April 1<sup>st</sup> and April 7<sup>th</sup>. For the period covering April 1<sup>st</sup>  
3 through June 30<sup>th</sup>, reports are to be completed and submitted between July 1<sup>st</sup> and July 7<sup>th</sup>. For  
4 the period covering July 1<sup>st</sup> through September 30<sup>th</sup>, reports are to be completed and submitted  
5 between October 1<sup>st</sup> and October 7<sup>th</sup>. For the period covering October 1<sup>st</sup> through December 31<sup>st</sup>,  
6 reports are to be completed and submitted between January 1<sup>st</sup> and January 7<sup>th</sup>.

7 Failure to submit complete and timely reports shall constitute a violation of  
8 probation.

9 7. PROBATION MONITORING PROGRAM Respondent shall comply  
10 with requirements of the Board appointed probation monitoring program, and shall, upon  
11 reasonable request, report to or appear to a local venue as directed.

12 Respondent shall claim all certified mail issued by the Board, respond to all  
13 notices of reasonable requests timely, and submit Annual Reports, Identification Update reports  
14 or other reports similar in nature, as requested and directed by the Board or its representative.

15 Respondent is encouraged to contact the Board's Probation Program at any time  
16 she has a question or concern regarding her terms and conditions of probation.

17 Failure to appear for any scheduled meeting or examination, or cooperate with the  
18 requirements of the program, including timely submission of requested information, shall  
19 constitute a violation of probation, and will result in the filing of an accusation and/or a petition  
20 to revoke probation against Respondent's respiratory care practitioner license.

21 8. PROBATION MONITORING COSTS All costs incurred for probation  
22 monitoring during the entire probation shall be paid by the Respondent. The monthly cost may  
23 be adjusted as expenses are reduced or increased. Respondent's failure to comply with all terms  
24 and conditions may also cause this amount to be increased.

25 All payments for costs are to be sent directly to the Respiratory Care Board and  
26 must be received by the date(s) specified. (Periods of tolling will not toll the probation  
27 monitoring costs incurred.)

28 If Respondent is unable to submit costs for any month, she shall be required

1 instead to submit an explanation of why she is unable to submit the costs, and the date(s) she will  
2 be able to submit the costs including payment amount(s). Supporting documentation and  
3 evidence of why the Respondent is unable to make such payment(s) must accompany this  
4 submission.

5 Respondent understands that failure to submit costs timely is a violation of  
6 probation, and submission of evidence demonstrating financial hardship does not preclude the  
7 Board from pursuing further disciplinary action. However, Respondent understands providing  
8 evidence and supporting documentation of financial hardship may delay further disciplinary  
9 action.

10 In addition to any other disciplinary action taken by the Board, an unrestricted  
11 license will not be issued at the end of the probationary period, and the respiratory care  
12 practitioner license will not be renewed, until such time all probation monitoring costs have been  
13 paid.

14 The filing of bankruptcy by Respondent shall not relieve the Respondent of her  
15 responsibility to reimburse the Board for costs incurred.

16 9. EMPLOYMENT REQUIREMENT Respondent shall be employed a  
17 minimum of 24 hours per week as a respiratory care practitioner for a minimum of 2/3 of her  
18 probation period.

19 Respondent may substitute successful completion of a minimum of thirty (30)  
20 additional continuing education hours, beyond that which is required for license renewal, for  
21 each 8 months of employment required. Respondent shall submit proof to the Board of  
22 successful completion of all continuing education requirements. Respondent is responsible for  
23 paying all costs associated with fulfilling this term and condition of probation.

24 10. NOTICE TO EMPLOYER Respondent shall be required to inform her  
25 employer, and each subsequent employer during the probation period, of the discipline imposed  
26 by this decision by providing her supervisor and director and all subsequent supervisors and  
27 directors with a copy of the decision and order, and the Statement(s) of Issues or Accusation(s) in  
28 this matter prior to the beginning of or returning to employment or within 14 days from each

1 change in a supervisor or director.

2           If Respondent is employed by or through a registry [and is not restricted from  
3 working for a registry], Respondent shall make each hospital or establishment to which she is  
4 sent aware of the discipline imposed by this decision by providing her direct supervisor and  
5 administrator at each hospital or establishment with a copy of this decision, and the Statement(s)  
6 of Issues or Accusation(s) in this matter prior to the beginning of employment. This must be  
7 done each time there is a change in supervisors or administrators.

8           The employer will then inform the Board, in writing, that he/she is aware of the  
9 discipline, on forms to be provided to the Respondent. Respondent is responsible for contacting  
10 the Board to obtain additional forms, if needed. All reports completed by the employer must be  
11 submitted from the employer directly to the Board.

12           Respondent shall execute a release authorizing the Board or any of its  
13 representatives to review and obtain copies of all employment records and discuss and inquire of  
14 the probationary status with any of Respondent's supervisors or directors.

15           11.   CHANGES OF EMPLOYMENT OR RESIDENCE Respondent shall  
16 notify the Board, and appointed probation monitor, in writing, of any and all changes of  
17 employment, location, and address within 14 days of such change. This includes, but is not  
18 limited to, applying for employment, termination or resignation from employment, change in  
19 employment status, change in supervisors, administrators or directors.

20           Respondent shall also notify her probation monitor AND the Board IN WRITING  
21 of any changes of residence or mailing address within 14 days. P.O. Boxes are accepted for  
22 mailing purposes, however the Respondent must also provide her physical residence address as  
23 well.

24           12.   COST RECOVERY Respondent shall pay to the Board a sum not to  
25 exceed the costs of the investigation and prosecution of this case. That sum shall be \$1,012.00  
26 and shall be paid in full directly to the Board, in equal quarterly payments, within 12 months  
27 from the effective date of this decision. Cost recovery will not be tolled.

28           If Respondent is unable to submit costs timely, she shall be required instead to



1 submit an explanation of why she is unable to submit these costs in part or in entirety, and the  
2 date(s) she will be able to submit the costs including payment amount(s). Supporting  
3 documentation and evidence of why the Respondent is unable to make such payment(s) must  
4 accompany this submission.

5 Respondent understands that failure to submit costs timely is a violation of  
6 probation, and submission of evidence demonstrating financial hardship does not preclude the  
7 Board from pursuing further disciplinary action. However, Respondent understands that  
8 providing evidence and supporting documentation of financial hardship may delay further  
9 disciplinary action.

10 Consideration to financial hardship will not be given should Respondent violate  
11 this term and condition, unless an unexpected AND unavoidable hardship is established from the  
12 date of this order to the date payment(s) is due.

13 The filing of bankruptcy by the Respondent shall not relieve the Respondent of  
14 her responsibility to reimburse the Board for these costs.

15 13. TOLLING FOR OUT-OF-STATE RESIDENCE OR PRACTICE Periods  
16 of residency or practice outside California, whether the periods of residency or practice are  
17 temporary or permanent, will toll the probation period, but will not toll the cost recovery  
18 requirement, nor the probation monitoring costs incurred. Travel out of California for more than  
19 30 days must be reported to the Board in writing prior to departure. Respondent shall notify the  
20 Board, in writing, within 14 days, upon her return to California and prior to the commencement  
21 of any employment where representation as a respiratory care practitioner is/was provided.

22 14. VALID LICENSE STATUS Respondent shall maintain a current, active  
23 and valid license for the length of the probation period. Failure to pay all fees and meet  
24 Continuing Education requirements prior to her license expiration date shall constitute a  
25 violation of probation.

26 15. VIOLATION OF PROBATION If Respondent violates any term of the  
27 probation in any respect, the Board, after giving Respondent notice and the opportunity to be  
28 heard, may revoke probation and carry out the disciplinary order that was stayed. If a petition to

1  
2 revoke probation is filed against Respondent during probation, the Board shall have continuing  
3 jurisdiction, and the period of probation shall be extended until the matter is final. No petition  
4 for modification of penalty shall be considered while there is an accusation or petition to revoke  
5 probation or other penalty pending against Respondent.

6 16. COMPLETION OF PROBATION Upon successful completion of  
7 probation, Respondent's license shall be fully restored.

8 ACCEPTANCE

9 I have carefully read the above Stipulated Settlement and Disciplinary Order. I  
10 understand the stipulation and the effect it will have on my Respiratory Care Practitioner License.  
11 I enter into this Stipulated Settlement voluntarily, knowingly, and intelligently, and agree to be  
12 bound by the Disciplinary Order and Decision of the Respiratory Care Board. I further agree that  
13 a facsimile copy of this Stipulated Settlement and Disciplinary Order, including facsimile copies  
14 of signatures, may be used with the same force and effect as the originals.

15 DATED: July 5, 2006.

16  
17 Original signed by:  
18 TAMATHA LYNN BODEWIG  
19 Respondent

20 ENDORSEMENT

21 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
22 submitted for consideration by the Respiratory Care Board of the Department of Consumer  
23 Affairs.

24 DATED: August 1, 2006.

25 BILL LOCKYER, Attorney General  
26 of the State of California

27 Original signed by:  
28 ELAINE GYURKO  
Senior Legal Analyst  
Attorneys for Complaint

**BEFORE THE  
RESPIRATORY CARE BOARD  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. R-2012

TAMATHA LYNN BODEWIG  
2016 Courtleigh Drive, Apt. A  
Bakersfield, California 93309

Respiratory Care Practitioner License No. 21197

Respondent.

**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Respiratory Care Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on September 21, 2006.

It is so ORDERED September 11, 2006.

Original signed by:  
\_\_\_\_\_  
LARRY L. RENNER, BS, RRT, RCP, RPFT  
PRESIDENT, RESPIRATORY CARE BOARD  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA